

**FOR COUNTY USE ONLY**

County of San Bernardino

F A S**STANDARD CONTRACT**

X	New	Vendor Code		SC	Dent.	A	Contract Number	
	Change							
	Cancel							
County Department				Dept.		Orgn.		Contractor's License No.
Arrowhead Regional Medical Center								
County Department Contract Representative				Telephone		Total Contract Amount		
Mark H. Uffer, Director				580-6150		\$0.00		
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Transfer Agreement								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date		Contract End Date		Original Amount	Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount	
							\$0.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source		GRC/PROJ/JOB No.	Amount	
Project Name				Estimated Payment Total by Fiscal Year				
Transfer Agreement				FY	Amount	I/D	FY	Amount I/D
Contract Type - 1								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

The Water of Life Community Outreach, Inc.Hereinafter called Water of Life

Address

7623 East AvenueFontana, CA 92336

Telephone

(909) 463-0103Federal ID No. or Social Security
No.**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

This Agreement dated as of June 3, 2003 is entered into by and among the County of San Bernardino, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, and Water of Life.

WHEREAS, the parties have determined that it would be in the best interest of patient care to enter into a transfer agreement for the transfer of patients between respective institutions for proper treatment of patients:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. DEFINITIONS.

1.1. TRANSFERRING FACILITY shall mean the facility from which the patient is being transferred.

1.2. RECEIVING FACILITY shall mean the facility to which the patient is being transferred.

2. TRANSFER ARRANGEMENTS.

- 2.1. A physician at the TRANSFERRING FACILITY shall determine and document that the individual is appropriate for transfer in accordance with all applicable Federal and State laws and regulations, the standards of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the American Osteopathic Organization (AOA) and any other applicable bodies as well as with applicable requirements of the TRANSFERRING FACILITY'S transfer policy.
- 2.2. A physician or personnel at the TRANSFERRING FACILITY shall telephonically notify a physician at RECEIVING FACILITY and obtain consent to transfer and confirmation that the individual meets the RECEIVING FACILITY'S admission criteria relating to appropriate bed, personnel and equipment, and that the RECEIVING FACILITY has the capability to treat the individual.
- 2.3. The TRANSFERRING FACILITY shall arrange and coordinate the method of transportation of the individual to the RECEIVING FACILITY and shall assume responsibility for the individual's care and safety during transport. A physician at the TRANSFERRING FACILITY shall, given the individual's condition, designate the appropriate level of care, including qualified personnel and appropriate equipment needed during the transfer. RECEIVING FACILITY shall not be responsible for the individual until arrival at RECEIVING FACILITY.
- 2.4. Personnel and/or a physician at TRANSFERRING FACILITY shall send to the RECEIVING FACILITY, with the individual, all information concerning the individual, which is required to ensure continuity of care, including but not limited to, a transfer summary, copies of appropriate portions of the individual's medical record, and any other information which is appropriate or required by Federal or State law or regulation. Medical records that are maintained by each party shall remain the property of that party.
- 2.5. A physician at TRANSFERRING FACILITY shall notify the individual or individual's legal representative of the transfer and shall provide any additional information required by State and Federal law or regulation; except that notification is not required where the individual is unaccompanied; where reasonable efforts have been made to locate a representative of the individual; and, where notification of the individual is not possible due to the individual's physical or mental condition. Written acknowledgement of notification shall be appropriately documented and obtained in writing in accordance with appropriate Federal or State laws or regulations.
- 2.6. Personnel at TRANSFERRING FACILITY shall be responsible for assuring that the individual is accompanied by any personal effects that the individual brought to TRANSFERRING FACILITY, or shall otherwise make appropriate disposition of the individual's personal effects to the individual's legal representative or family.
- 2.7. RECEIVING FACILITY agrees to accept and provide appropriate medical treatment to each individual for whom a physician at RECEIVING FACILITY and RECEIVING FACILITY has consented and confirmed acceptance of transfer.

3. TRANSFERS INVOLVING RETURN TO TRANSFERRING FACILITY.

- 3.1. In the event an individual is transferred to RECEIVING FACILITY for a specific test or procedure where the individual will be returning to TRANSFERRING FACILITY, the following additional procedures will be utilized:
 - 3.1.1. A physician at TRANSFERRING FACILITY shall, in addition to any applicable requirements in Section 2 above, obtain informed consent to the specific test or procedure from the individual or individual's legal representative. Where required, such consents shall be documented in writing in accordance with applicable Federal and State laws.
 - 3.1.2. RECEIVING FACILITY shall be responsible for assuring that the contemplated procedure is performed and that the individual is returned to TRANSFERRING FACILITY. A physician at RECEIVING FACILITY shall obtain the individual's informed consent for the specific test or procedure(s) to be performed, where required by law.
 - 3.1.3. Before returning the individual to TRANSFERRING FACILITY, a physician at RECEIVING FACILITY shall determine that the individual is appropriate for transfer according to all applicable laws. In the event that the individual is not appropriate for transfer, RECEIVING FACILITY agrees to arrange for appropriate care for the individual until such time as the individual can return to TRANSFERRING FACILITY.

- 3.1.4. When the individual is returned to TRANSFERRING FACILITY, personnel and/or physician at the RECEIVING FACILITY shall assure that all appropriate information necessary for continuity of care of the individual is returned with the individual to TRANSFERRING FACILITY.
- 3.1.5. RECEIVING FACILITY shall be responsible for coordinating the individual's return to TRANSFERRING FACILITY.
- 3.1.6. TRANSFERRING FACILITY agrees to accept the individual for continued care upon completion of the procedure at RECEIVING FACILITY that necessitated the transfer.

4. RELATIONSHIP OF PARTIES.

- 4.1. TRANSFERRING FACILITY and RECEIVING FACILITY shall bill in accordance with their usual and customary practices, those parties financially responsible for the care rendered to the individual by their respective facility. Neither party shall have liability to the other for the other party's charges. Each facility agrees to provide information in its possession to the other facility and such physicians or professional providers sufficient to enable them to bill the patient, responsible party, or appropriate third party payor.
- 4.2. In the performance of the work, duties, and obligations under this Agreement, it is mutually understood and agreed that both parties are at all times acting and performing as independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Each party shall be responsible for its own acts, omissions, debts and obligations and shall not be responsible for the acts, omissions, debts and obligations of the other party.
- 4.3. Nothing in this Agreement shall be construed to require the referral of an individual by or to either party.

5. LIABILITY STATUS OF THE CONTRACTING AGENCIES.

5.1. Indemnification-

Water of Life agrees to indemnify, defend and hold harmless Arrowhead Regional Medical Center and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement resulting from the negligent acts, errors or omissions of Water of Life, their employees, or authorized agents, except where such indemnification is prohibited by law. County agrees to give Water of Life notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

Arrowhead Regional Medical Center agrees to indemnify, defend and hold harmless Water of Life, its employees, and authorized agents from any and all claims, actions, losses, damages and/or liability arising out of this Agreement resulting from the negligent acts, errors or omissions of the Arrowhead Regional Medical Center, its authorized officers, employees, agents or volunteers. Water of Life agrees to give Arrowhead Regional Medical Center notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

Without in anyway affecting the indemnity herein provided and in addition thereto, Water of Life shall secure and maintain throughout this Agreement the following types of insurance or self-insurance with limits as shown:

5.1.1. Workers' Compensation Program

A program of Workers' Compensation Insurance or a State approved Self-Insurance Program in an amount and form to meet all applicable requirements of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of Water of Life and all risks to such persons under this Agreement.

5.1.2. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

5.1.3. Errors and Omissions Liability Insurance

Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage and three million dollars (\$3,000,000) in the aggregate or

5.1.4. Professional Liability Insurance

This coverage shall have limits of at least one million dollars (\$1,000,000) per claim or occurrence.

5.1.5. Comparative Fault

In the event Arrowhead Regional Medical Center and/or Water of Life are found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, Arrowhead Regional Medical Center and/or Water of Life shall indemnify the other to the extent of its comparative fault.

5.2. Additional Named Insured-

All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming Arrowhead Regional Medical Center and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

5.3. Waiver of Subrogation Rights-

Water of Life shall require the carriers of the above-required coverage to waive all rights of subrogation against Arrowhead Regional Medical Center, its officers, employees, agents, volunteers, contractors or subcontractors.

5.4. Policies Primary and Non-Contributory-

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Arrowhead Regional Medical Center.

5.5. Proof of Coverage-

Water of Life shall immediately furnish certificates of coverage to Arrowhead Regional Medical Center evidencing the coverage, including endorsements above required, prior to the commencement of the performance of services hereunder, which certificates shall provide that such coverage shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and Water of Life shall maintain such insurance or self-insurance from the time Water of Life commences performance of services hereunder until the completion of such services. Water of Life shall make available for inspection or review by Arrowhead Regional Medical Center or its authorized representatives certified copies of all insurance policies and trust documents upon which Water of Life relies in providing the required coverage upon demand.

5.6. Insurance Review-

The above insurance requirements are subject to periodic review by Arrowhead Regional Medical Center. Arrowhead Regional Medical Center's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of Arrowhead Regional Medical Center. In addition, if the Risk Manager determines that heretofore unreasonable priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limit, provided that any such change is reasonable in light of the past claims against Arrowhead Regional Medical Center, inflation, or any other item reasonably related to Arrowhead Regional Medical Center's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Water of Life agrees to execute any such amendment within thirty (30) days of receipt.

6. GENERAL PROVISIONS.

- 6.1. This Agreement may be amended at any time by mutual agreement of the parties provided that such agreement is reduced to writing and signed and dated by the parties' authorized representatives.
- 6.2. In the performance of acts pursuant to this Agreement, the parties shall comply with all applicable Federal, State and local laws, regulations and ordinances.
- 6.3. Nothing in this Agreement shall be construed as limiting the rights of either facility to contract with another facility on a limited or general basis.
- 6.4. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supercedes any oral or written proposals, statements, discussions, negotiations, or other agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statement not expressly contained in this Agreement.
- 6.5. The term of this Agreement shall commence on the date of its execution and shall continue in full force and effect through March 24, 2006, unless terminated as set forth below.
- 6.6. Either party may terminate this Agreement at any time upon 30 days written notice. Should either party fail to maintain its license or accreditation, or if either party is no longer able to provide the service for which this Agreement was entered into, this Agreement shall automatically terminate.
- 6.7. Notices required or permitted to be sent under this Agreement, except as otherwise specifically provided for herein, shall be in writing and may either be delivered personally or sent by United States Mail, postage prepaid, at the address hereinafter set forth (or such addresses as may be designated by a written notice thereof to the other party):

Arrowhead Regional Medical Center

400 North Pepper Avenue
Colton, CA 92324
Attn: Director, Medical Center

Water of Life Community Outreach

7623 East Avenue
Fontana, CA 92336
Attn: Don Fredricks

- 6.8. If any provision of this Agreement is deemed invalid or unenforceable by Court of appropriate jurisdiction, then the unenforceable or invalid provisions shall be deemed to be deleted from this Agreement. All remaining provisions of this Agreement shall be deemed in full force and effect.
- 6.9. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California.
- 6.10. Neither party shall use the name of the other in reference to this Agreement or otherwise in any promotional advertising material without prior written consent of the other.

7. SUBCONTRACTING PROVISION.

- 7.1. Until the expiration of four (4) years after the performance of Services pursuant to this Agreement, the parties hereto shall make available, upon written request by the Health and Human Services Secretary, or upon request by the Controller General, or any of their duly authorized representatives, this Agreement, books documents and records of the parties that are necessary to certify the nature and extent of costs pursuant to this Agreement.

If the parties carry out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Controller General or any of

their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

8. FORMER COUNTY OFFICIALS.

- 8.1. Water of Life agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed or represent Water of Life. The information provided includes a list of former County Administrative Officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Water of Life. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Unit, Management Unit or Safety Management Unit.
- 8.2. If during the course of the administration of this Agreement, Arrowhead Regional Medical Center determines that Water of Life has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to Arrowhead Regional Medical Center, this contract may be immediately terminated. If this Agreement is terminated according to this provision, Arrowhead Regional Medical Center is entitled to pursue any available legal remedies.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

/

/

/

/

/

/

/

/

/

/

/

/

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Water of Life Community Outreach
(Print or type name of corporation, company, contractor, etc.)

By: ► _____
(Authorized signature - sign in blue ink)

Name: Don Fredricks, Jr.
(Print or type name of person signing contract)

Title: C.F.O Water of Life Community Outreach
(Print or Type)

Dated: _____

Address: 7623 East Avenue
Fontana, CA 92336

Approved as to Legal Form

► _____
County Counsel

Reviewed by Contract Compliance

► _____

Reviewed for Processing

► _____
Agency Administrator/CAO

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By